

STATE LANDS COMMISSION

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REQUEST FOR PROPOSALS

September 16, 2014

Bid Log Number 2014-09

Title: Delta Flood Risk Management Assessment District Feasibility Study

NOTICE TO PROSPECTIVE BIDDERS

The California State Lands Commission provides contracted fiscal and administrative services to the Delta Protection Commission and shall be the primary point of contact for proposers in the conduct of this procurement. **Directly contacting Commissioners or staff of the Delta Protection Commission during this solicitation could result in disqualification.**

You are invited to review and respond to this Request for Proposals (RFP), entitled "Delta Flood Risk Management Assessment District Feasibility Study", Bid Log Number 2014-09. In submitting your proposal, you must comply with these instructions.

This project has a mandatory participation goal of three percent (3%) of the total contract price for qualified Disabled Veteran's Business Enterprise (DVBE). This three percent (3%) goal may be achieved by a combined effort of the Contractor and sub-contractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources.

For this RFP, we are also offering progressive incentives to those proposers who exceed the three percent (3%) DVBE participation requirement. The incentive is added to the score for cost after point totals are computed by comparing relative prices bid. The DVBE incentive applies only to those proposers that exceed the three percent (3%) mandatory participation goal. See page 13 for further detail.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed online at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> and <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. If you do not have Internet access, a hard copy can be provided by the person listed below.

In the opinion of the Delta Protection Commission, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

**Annabell Abeleda at California State Lands Commission, 100 Howe Avenue, Suite 100 South,
Sacramento, California 95825, Tel. (916) 574-1871, Fax (916) 574-1875 or by
E-mail: abeleda@slc.ca.gov**

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

A) Purpose and Description of Project. The Delta Protection Commission (Commission) adaptively protects and enhances the overall quality of the Delta environment, including agriculture, habitat, and recreation, consistent with the Delta Protection Act and the Commission's Land Use and Resource Management Plan. The Commission ensures improved flood protection, and orderly, balanced conservation and development of Delta land resources. The Commission is also a forum for Delta residents to engage in decisions regarding actions to recognize and enhance the unique cultural, recreational, and agricultural resources of the Delta.

The Commission is soliciting proposals from qualified consultants to prepare a report of findings (Feasibility Study) evaluating feasibility of a Delta Flood Risk Management Assessment District (Assessment District) for levee maintenance, improvements and other functions as described in the Delta Stewardship Council's Delta Plan, and further described in the Commission's 2012 Economic Sustainability Plan. Recommendation RR R2 in Delta Plan Chapter 7 states:

"The Legislature should create a Delta Flood Risk Management Assessment District with fee assessment authority (including over State infrastructure) to provide adequate flood control protection and emergency response for the regional benefit of all beneficiaries, including landowners, infrastructure owners, and other entities that benefit from the maintenance and improvement of Delta levees, such as water users who rely on the levees to protect water quality."

The Feasibility Study will recommend whether and how to create an Assessment District with fee assessment authority to provide adequate flood protection and emergency preparedness for the benefit of all beneficiaries of Delta levees and flood protection infrastructure.

The Feasibility Study may also be used by the Department of Water Resources (DWR) to support implementation of multi-benefit flood control projects in the Delta under cost sharing agreements "with the beneficiaries or owners or operators of the public facilities benefited by the flood protection projects" (Water Code section 12312).

The results of this project may be controversial and will require extensive outreach to stakeholders including, local, State and federal agencies as well as to landowners and members of the public. This outreach is needed to ensure stakeholders are informed about the approach to, progress on and results of this effort. Through outreach, key information related to local conditions may be obtained from stakeholders and possibly used in portions of this project.

Please see Scope of Work, below for a more complete description of services needed. This project needs to be conducted in a short period of time by experienced subject matters experts, with high expectations of State, local and interested stakeholders.

Time Schedule

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<u>Event</u>	<u>Date</u>
RFP available to prospective proposer	9-16-2014
Final Date for Proposal Submission, no later than 2:00 pm	10-10-2014
Prequalification Evaluation (estimated)	10-16-2014
Presentations by top three Proposers (estimated)	10-22-2014
Notice of Intent to Award (estimated)	10-30-2014
Last Day to Protest the Award (estimated)	11-6-2014
Contract development, processing and execution (estimated)	11-20-2014
Contract Start Date (estimated)	12-1-2014

B) Minimum Qualifications for Proposers.

1. All proposers shall have at least ten (10) years demonstrated knowledge and/or experience in complex economic analysis, especially as it relates to the valuation of benefits, allocation of costs-to-beneficiaries analyses, and establishment of California assessment districts, and include at least one (1) economist who has successfully conducted no less than three (3) similar studies within the previous eight (8) years.
2. All proposers must document demonstrated knowledge of the Sacramento-San Joaquin Delta and experience working in the Delta or equivalent areas, including an understanding of the issues related to the water conveyance system, levees and land use in this region, knowledge of and access to the most recent geospatial and other data related to risk factors that may contribute to levee failure, and the relationships between water conveyance, land use and levees.
3. All proposers must document at least five (5) years of experience in preparation of reports containing the requested level of detail and complexity to formulate realistic recommendations, and identify best practices. All proposers must have GIS capability to generate maps, and proposer team must include at least one (1) professional writer.
4. All proposers must document demonstrated knowledge of and experience in one or more of the following: levee engineering, multi-hazard mitigation, flood risk management, flood damage reduction and assessment, environmental compliance.
5. All proposers must have clearly demonstrated project management skills and experience of at least five (5) years managing large, complex, multidisciplinary projects with a strong emphasis on planning and stakeholder engagement.
6. All proposers must have clearly demonstrated skills and experience in data collection, independent data analysis, background literature & data research, and integration of multiple plans and programs.
7. All proposers should have demonstrated knowledge of local, State and federal regulations for establishment of fee assessment districts, and programs for flood risk reduction and disaster mitigation and recovery.
8. All proposers must have experience in controversial natural resources planning and engaging interested stakeholders, including land owners, levee maintenance agencies/reclamation districts, farm organizations, community groups, State and local agency representatives, industry representatives, environmental groups, etc.
9. All proposers must provide résumés for each professional staff member/subcontractor.
10. All proposers must provide three (3) references, including, but not limited to, companies or agencies where specific work was performed that demonstrates the ability to provide the services described in this RFP. These references should attest to the ability of the proposer to complete work on time and within budget.

Only proposals demonstrating the above minimum qualifications will be evaluated for consideration for the award of this contract.

- C) Conflict of Interest.** Proposers must disclose any business relationships which may be construed to have potential conflicts of interest, and describe any potential, real or perceived conflicts, and how the proposer would address them. The successful proposer, including any subcontractors, shall not be involved in consulting with water agencies, Reclamation Districts and/or Local Maintaining Agencies within the Delta, as defined in the Delta Reform Act, or water contractors outside the Delta. The Commission may request a presentation from the proposer for the purpose of clarifying any situations that could be construed to be a conflict of interest, and has the sole and exclusive authority to disqualify a proposer if the Commission determines a conflict exists. Current and former State employees must comply with all applicable requirements related to contracts with the State.

Selected contractors and subcontractors will be required to execute a disclosure statement signed by the responsible official stating that they have no financial or other conflicting interest in the outcome of the project. Any work that the proposer or any of its subcontractors have participated in the past that may have an impact on the outcome of the development of the report that is considered/or may represent a conflict of interest should be disclosed.

D) Scope of Work. The selected consultant or consultant team (Consultant) will be responsible for all work necessary to prepare and submit a Delta Flood Risk Management Assessment District Feasibility Study for acceptance by the Delta Protection Commission, no later than March 1, 2016. The work performed should be consistent with Tasks and Deliverables below but the Commission could consider substitute approaches that would provide equivalent outcomes.

The Consultant will be responsible to collect and analyze data as necessary to create the Feasibility Study. This project must be based on the best available data. The recommended data sources include, but are not limited to, the Commission's 2012 Economic Sustainability Plan, the results from the DWR Delta Risk Management Strategy Program (DRMS), the DSC's Delta Plan, the DSC's Delta Plan Programmatic Environmental Impact Report, the Draft Bay Delta Conservation Plan (BDCP), the BDCP's Associated Draft Environmental Impact Report/Statement, and the United States Geological Survey and California Geological Survey's most recently generated geospatial data. In addition, Consultant will consider and analyze data under development by the Delta Stewardship Council, as noted below.

1. **Project Management, Public Outreach, Documents.** The Consultant will coordinate with Commission staff as necessary to ensure the smooth progress of the project. Consultant will provide timely Progress Reports and Invoices as specified in the Agreement.

The Consultant will collaborate with Commission staff to provide regular updates and presentations to an Assessment District Advisory Committee and the Commission, presenting draft work products and obtaining feedback as appropriate.

The Consultant will prepare draft and final documents, including necessary tables, maps, charts and graphics, using a professional writer(s), as further specified below.

The Consultant will plan, coordinate, and implement outreach activities and meetings, to solicit information from and incorporate input from the public and the following agencies during the preparation of the Feasibility Study. Meetings with these interests will solicit their input on proposed assumptions, methods, procedures, and models. All outreach, including Web sites, blogs, online surveys, mailings (newsletters, meeting notifications) and notifications in the media shall be at the expense of the Consultant.

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| a) California Public Utilities Commission | i) Delta water diverters, including state and federal water contractors |
| b) Five Delta Counties' Offices of Emergency Services | j) Delta Water Agencies and Contra Costa Water District |
| c) CalOES (California Governor's Office of Emergency Services) | k) Delta Reclamation Districts |
| d) California Department of Water Resources (DWR) | l) Cities and Counties |
| e) Sacramento-San Joaquin Delta Conservancy | m) California Department of Fish and Wildlife |
| f) Delta Stewardship Council | n) State Water Resources Control Board |
| g) U.S. Bureau of Reclamation | o) Other agencies as appropriate |
| h) U.S. Army Corps of Engineers | |

Deliverables:

- Regular Progress Reports, Invoices;
- Draft and Final Reports of data, findings and recommendations for each Task;
- Regular meetings with Commission staff
- Regular meetings with and presentations to Advisory Committee, and Commission;
- Public and agency outreach meeting summary reports.

2. Current Context Description and Analysis. Consultant shall:

- a) Identify and review existing institutions, funding sources, and procedures for levee maintenance and improvement, flood protection, emergency preparedness, and emergency response and recovery assessments. Describe how those assessments are collectively used to support integrated flood management operations.
- b) Identify assumptions of conditions, including any relevant parameters such as: urbanization, water conveyance infrastructure, levee standards, levee fragility, and levels of emergency response service. Consider “appropriate level of flood protection” as developed by the Delta Stewardship Council. Identify and explain any differences in the assumed levee standards and service levels.
- c) Identify and review applicable laws and policies (including related litigation) that affect formation and operation of an Assessment District, including but not limited to Propositions 218 (requiring local governments to obtain the approval of property owners in a local ballot measure before levying a new or increased tax assessment on those property owners) and Proposition 26 (requiring a two-thirds supermajority vote in the State Legislature to pass many fees, levies, charges and tax revenue allocations that under the state's previous rules could be enacted by a simple majority vote).

Deliverables:

- Draft and final reports, format subject to Commission approval, incorporating all assumptions, models, data, methods, processes, calculations, and activities associated with development and completion of Task 2.

3. Beneficiary Analysis. Consultant shall:

- a) Considering a compiled comprehensive set of Delta assets identified by DWR, among other data, develop a listing of agencies, organizations, and individuals (Beneficiaries) that receive benefit from the levees in the Delta, either individually or as part of a system. Contrast Beneficiary listing to that provided by the Commission, developed by the Delta Stewardship Council. Identify and explain any differences between the two analyses.
- b) Define Beneficiary classes, including direct beneficiaries, peripheral beneficiaries, and extended beneficiaries.
- c) Provide definitions for terms including public benefits, extended benefits, local benefits, minimum level of assessment, justifiable assessment, level of protection, maximum assessment, emergency preparedness, emergency response, and emergency recovery.
- d) Describe activities that have negative impacts to levees and increase the costs of levee maintenance and improvement. Activities may include but are not limited to: recreation, ongoing subsidence, and commercial transportation. Contrast to descriptions of actions that impair levees to that provided by Delta Stewardship Council. Identify and explain any differences between the two analyses.
- e) Identify entities (in Delta as well as out of Delta) that benefit from or have a negative effect on Delta levee and flood protection facilities, and emergency response and recovery operations. Contrast list to that provided by Delta Stewardship Council. Identify and explain any differences between the two lists.
- f) Determine classification of Beneficiaries as to “direct beneficiaries”, “peripheral beneficiaries”, and “extended beneficiaries”, and which, if any, benefits or impacts should be viewed as a “public benefit”. If any entity, having a negative impact on Delta levee and flood protection facilities, or emergency response and recovery operations, cannot be classified as a Beneficiary, establish and define a separate classification for those entities, to be included in analysis of potential for participation in an Assessment District.

- g) Describe Beneficiaries' current financial contributions, if any, toward flood protection and emergency response and recovery and assess their ability to contribute to the proposed Assessment District. Contrast methods for determining ability to pay with methods provided by Delta Stewardship Council. Identify and explain any differences between the two analyses.
- h) Evaluate potential for Beneficiaries' participation in Assessment District and estimate potential revenue generation.

Deliverables:

- Draft and final reports, format subject to Commission approval, incorporating all assumptions, models, data, methods, processes, calculations, and activities associated with development and completion of Task 3.

4. Assessment District Formation and Implementation Analysis. Consultant shall:

- a) Identify options for developing an assessment of each Beneficiary class determined above.
- b) Establish a reasonable formula to set the appropriate cost share for each Beneficiary. Include analysis of existing and likely funding sources, timeline for ramping up to identified levels of revenue determined in the Beneficiary Analysis, and likely impacts to existing institutions that now provide funding for levees, flood protection, and emergency response and recovery. Contrast cost share formulas with formulas provided by Delta Stewardship Council. Identify and explain any differences between the two analyses.
- c) Identify and recommend options for the formation and operation of an Assessment District, given legal and practical context and any existing models considered. Include recommendations for oversight, tracking, and audit as appropriate, and any potential for long-term costs or cost savings.
- d) Determine alternative ways that any fees collected could be allocated among State and local emergency preparedness, response, and recovery entities, and flood protection entities, in the Delta and elsewhere, in full consideration of support agency roles, as well as consideration of any new Assessment District or other new regional flood management agency.

Deliverables:

- Draft and final reports, format subject to Commission approval, incorporating all assumptions, models, data, methods, processes, calculations, and activities associated with development and completion of Task 4.

5. Feasibility Study Report. Consultant shall provide Recommendations, including:

- a) Benefits accruing to the State from an Assessment District
- b) Alternative ways to implement the Assessment District
- c) Descriptions of any necessary legislation or other policy changes to provide for development of the District or collection of fees (including possible bill language and mechanism of collection)
- d) Metrics for measuring success in levee maintenance, water conveyance, and emergency preparedness, for tracking the effective use of Assessment District funds.
- e) Priorities for and limitations on use of any new assessment.
- f) Recommend whether to proceed with an Assessment District.

Deliverables:

- Administrative Draft Feasibility Study incorporating all calculations, findings and recommendations developed in Tasks 2-5, for review by Commission staff and the Advisory Committee.
- Draft Final Feasibility Study, incorporating staff and Advisory Committee direction, presented to Commission for review and approval.
- Final Feasibility Study based on Commission direction, with all comments addressed to the satisfaction of the Commission, formatted for publication, as noted below.
- Fifty (50) copies of Draft and Final Feasibility Study shall be delivered, in hard copy and electronic form with all photos, text, graphs, and drawings formatted for electronic and paper distribution. Separate files may be used for electronic distribution and for paper printing. Consultant will prepare and distribute at the minimum, 50 hard copies of each Draft Plan and Final Plan with additional electronic versions produced on CD, in Microsoft Word (2007 or 2010 version) and PDF (Adobe Writer) format. Word format and PDF format are to be posted to a Website (for public versions) that can be linked to the Commission's website. The Draft Feasibility shall be provided by the Consultant at least four weeks before adoption of the Final Plan. The Consultant will mail notices and hard copies or CDs (as requested) of the Draft and Final Feasibility Study to everyone on the mailing list provided by the Commission.

E) Proposal Requirements and Information

1. Cost Proposal. The bid price shall include all labor, travel, materials, equipment and every other item of expense incidental to the performance of the contract. The total cost of work to be completed cannot exceed \$250,000 and should be broken down as outlined in Attachment 3. The Cost Proposal shall be contained in a separate sealed envelope and marked "**Sealed Cost Proposal - DO NOT OPEN.**" No warranty is made, written or implied as to the total hours of work required to be performed pursuant to the Agreement. Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing your cost proposal.
2. Proposal Requirements. The proposal must be complete and accurate. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will be sufficient cause for rejection of proposal.

Proposals must address each of the required sections indicated below. Attachments requiring signature must be signed by the individual who is authorized to bind the proposer contractually.

Please label and separate each section to allow for ease of review by the team of reviewers. The content and sequence of the proposal will be as follows:

<u>Section</u>	<u>Title</u>
A	Cover Letter
B	Table of Contents
C	Work to be Performed
D	Technical Approach/Work Plan
E	Résumés of Project Personnel
F	Subcontractor Work (if any)
G	Required Attachments

- A) Cover Letter The cover letter, which shall be part of the proposal package, must be signed by the individual who is authorized to bind the proposer contractually. This portion of the submission should be limited to one or two pages.
- B) Table of Contents Immediately following the cover letter, there must be a comprehensive Table of Contents of the material included in the proposal. The Table of Contents must clearly identify the proposal section/subsection and the applicable page numbers.

- C) Work to be Performed/Statement of Project. The proposer shall demonstrate an understanding of and approach to the work to be performed in a maximum of four (4) pages. Provide any information that is relevant to explain an understanding of the project and the approach that would be used to achieve the project objectives. The Statement shall discuss the purpose of the project, its objectives and the approach to accomplishing the objectives, key stakeholders that will need to be involved, and what aspects of the project are likely to provide the greatest challenge. At the discretion of the proposer, this Statement of Project understanding and approach may be provided as an introduction to the Work Plan and Schedule described in the following section.
- D) Technical Approach/Work Plan and Schedule. The proposer shall develop a work plan and schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payment made. The work plan and schedule will be crucial for demonstrating the proposer's ability to perform the required services.
- E) Résumés of Project Personnel. List and provide résumés for all key personnel who will be working on the project, with their titles and duties. These key personnel assigned to the project shall not be reassigned or replaced without the prior written approval from the Commission.
- F) Subcontractor Work. If subcontractors are to be used, the proposer must include a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontracted work should be included in cost proposal.
- G) Required Attachments. Proposer shall include all documents identified in the Required Attachments outlined in Attachment 1, Checklist. Proposals not including the proper Required Attachments for each proposal shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

3. Selection Criteria. The Commission will evaluate each proposal to determine the responsiveness of proposers to the State's needs. The final selection will be made on the basis of the highest scoring proposal meeting the specifications.

Proposals containing false or misleading statements or providing references that do not support an attribute or condition claimed by the proposing firm may be rejected. If, in the opinion of the commission, information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

If there are tied proposals, the Commission will draw straws to pick the winning proposal. The drawing will be witnessed and documented by two or more Commission employees.

Proposals will be evaluated to determine how well each meets the following:

- Professional experience of the individual firm in relation to the work to be performed.
- Professional experience and academic background of the principals to be assigned to the project.
- Demonstrated competence and experience of the individual firm relevant to this project.
- Reliability of the individual or firm and longevity of the proposed firm's staff.
- Individual or firm's workload and demonstrated resources to be devoted to this project.

4. Proposal Evaluation Process – The proposal must be organized to correspond with all requirements and formats set forth in this RFP. The proposal should be clear, concise and complete. All information must be contained in the proposal. No assumption will be made by the Commission regarding the intentions of the proposer in submitting the proposal. Written proposals must be bound and organized in a manner to facilitate ease of review by evaluators. All sections will be used in the evaluation. Proposers not providing all requested information may be rejected.

All proposals submitted will be evaluated for form and content in accordance with the provisions stated in this RFP. Clarifications may be requested from the proposer at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.

Proposals should be submitted with the most favorable terms the proposer can offer. If the Commission is unable to execute an Agreement with the apparent successful competitor, the Commission reserves the right to award the Agreement to the next highest scoring responsive and responsible proposer whose proposal conforms to the requirements of this RFP.

The proposal evaluation process contains **four (4) phases**: 1) Proposal Assessment for compliance with the minimum qualifications, content and format requirements; 2) Proposal Scoring to identify the top three highest scoring proposers, who will be invited to make presentations; 3) Presentations to identify the proposer that has the highest probability of satisfactorily performing the services as described herein; and 4) Cost. The evaluation process will be conducted in a comprehensive and impartial manner as set forth herein:

- 1) Proposal Assessment:
 - a. Each proposal package will be date and time stamped when received. Each proposal package will be inspected to ascertain that it is properly sealed and labeled. Proposals not passing this inspection may not be accepted.
 - b. Prequalification review: All proposals will remain sealed and in a secured area until opening, at which time all proposals will be opened together. Contents of all proposals may be considered public information when a Notice of Intent to Award is posted. All proposals will be reviewed to determine if they satisfy the minimum qualifications and contain the required submittals specified in this RFP.
- 2) Proposal Evaluation: Proposals that pass the prequalification evaluation review will undergo an evaluation process conducted by a team of reviewers appointed by the Commission. Each team member will independently evaluate and score the proposals based on the categories enumerated in Scoring System laid out below.
- 3) Finalist Presentations: The three highest scoring proposers will be invited to give a presentation. The Presentations will have a maximum rating of 125 points, as identified on the Scoring System. Presentation points will be added to the Proposal Evaluation points.
- 4) Cost: This phase consists of opening and evaluating cost proposals.
5. Scoring System – The highest point score that will be awarded for this proposal is **500 points plus any DVBE incentives** and it will be based on the information provided by the Consultant meeting all requirements and criteria as stated in the RFP. Responsiveness to the requirements of the RFP, especially in adhering to the required format, ease of understanding and conciseness and clarity of the proposal is of utmost importance.

1) **Proposal**

Points 100

- a. Completeness of work plan and proposal content. (33 points)
- b. Demonstrated knowledge of the resources available to complete a report addressing the issues in the scope of work requested. (33 points)
- c. Level of understanding of the services requested as evidenced by the written work plan and proposal content. (34 points)

2) Qualifications and Experience

Points 125

- a. Ability of the individual or firm to perform the work required, as demonstrated by the submitted résumé(s), references, and work plan. (50 points)
- b. Individual or firm's experience in designing and utilizing an outreach process that ensured meaningful engagement in the planning process from a full array of stakeholders. (25 points)
- c. Professional qualifications, educational background, and current professional designations related to the scope of work requested. (40 points)
- d. Knowledge of applicable standards, regulations, codes and technology associated with the services performed. (10 points)

3) Presentation

Points 125

Presentations will be requested of the top three proposers, based on points earned after evaluation of Proposals and Qualifications and Experience sections. All other proposals not in the top three will not be considered further. Evaluation panelists will assign a score based on presentation and responses to associated questions.

4) Cost Proposal

Points 150

This phase consists of opening and evaluating cost proposals of the remaining, top three proposals. The lowest bid on a qualified proposal under the provisions of this RFP will receive the highest points. Each remaining proposer will receive points determined by multiplying 150 by the result of dividing the low bid by its bid. All scores will be truncated down to the nearest integer.

Example:

The lowest bid is \$50 and another bid is \$60, the low bidder would receive 150 points. The other proposal would receive $(50/60) \times 150 = 125$ points. This computation will be made after adjustments for DVBE and Small Business preferences.

DVBE Incentive

This solicitation has a mandatory 3% Disabled Veteran Business Enterprise (DVBE) participation goal. A total of 3% of the contract amount must be allocated to a certified DVBE and must be submitted with the cost proposal. An incentive bonus percentage for participation in excess of 3% of the total contract amount will be subtracted from the rate bid for purposes of comparing to other bidders and the award of points as follows:

Over 3% up to 3.99% DVBE participation	1%
Over 4% up to 5.99% DVBE participation	2%
Over 6% up to 7.99% DVBE participation	3%
Over 8% up to 9.99% DVBE participation	4%
10% and over DVBE participation	5%

These incentives will not be used to determine the top three proposals for interview; only in the final total point comparison.

Small Business Incentive

Should the proposing firm be a certified California Small Business, or propose subcontracting at least 25% of the total work to certified California Small Business, their proposed cost will be reduced by 5% for purposes of comparing to the other bidders and the award of points.

For more information regarding DVBE and Small Business programs go to:

<http://www.pd.dgs.ca.gov/smbus/default.htm>

6. Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b) A minimum of the **original and 7 copies** of the proposal must be submitted.
- c) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm.
- d) One original copy of the Cost Proposal and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "**Sealed Cost Proposal – DO NOT OPEN.**"
- e) All proposals must include the documents identified in Attachment 1, **Required Attachment Checklist**. Proposals not including the proper required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and will be rejected.
- f) All proposals must be submitted in a sealed envelope and delivered to California State Lands Commission on or before the due date and time for this RFP. Proposals received after the date and time posted for this RFP will not be considered.
- g) The proposal envelopes must be plainly marked with the Bid Log number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

(Bid Log Number and Title)
(Your Firm Name)
(Your Firm Address)
DO NOT OPEN

- h) Mail or deliver proposals to the following address:

U.S. Postal Service Deliveries or Hand Deliveries
(UPS, Express Mail, Federal Express)

California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825
Attn: Annabell Abeleda

- i) Proposers are solely responsible for insuring delivery of their proposal no later than the date and time specified in this RFP. Use of the U.S. Postal Service, express or overnight delivery, or any other service which might result in delayed delivery shall not relieve the proposers from the conditions of the specified deadline. It is the State's policy to make every effort to ensure that all proposals have been received and properly time stamped; however, proposers are ultimately responsible for ensuring timely receipt of their proposal at the address stated above. Proposers may verify receipt of their proposal by contacting the name specified above at (916) 574-1871.
- j) If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided. Proposals not submitted in a sealed envelope and marked as indicated will be rejected.
- k) Proposals must be submitted for the performance of all the services described herein. Any deviation from work specifications will not be considered and will cause a proposal to be rejected.

- l) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Failure to disclose all relevant information called for under Section C may result in rejection of the proposal. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
 - m) Costs for developing proposals and in anticipation of award of the agreement is entirely the responsibility of the proposer and shall not be charged to the State.
 - n) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
 - o) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
 - p) Bidders are cautioned not to rely on the State during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Bidders should carefully proof their proposal for errors and adherence to the RFP requirements prior to submitting their documents.
 - q) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
 - r) No more than one proposal from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposer, none of the participants in such collusion will be considered in this or future procurements.
 - s) The State or awarding agency does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at the Internet site <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>
 - t) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
 - u) The awarding agency reserves the right to reject any or all proposals for reasonable cause. The State is not required to award the agreement and the State reserves the right to terminate for any reasons at the State sole discretion any contract awarded pursuant to this RFP at any time upon giving written notice.
7. Award and Protest. The agreement shall be awarded to the responsible proposer achieving the highest point score meeting all requirements. The proposed contract award shall be posted in a public place in the office of State Lands Commission, 100 Howe Avenue, Suite 100-South, Sacramento, California 95825. After posting the Notice of Intent to Award, all proposals and evaluation sheet will be available for public inspection. Interested parties should contact the Contracts Office at (916) 574-1871.

If any proposer prior to the award of the agreement, files a protest with the State Lands Commission and Department of General Services, Office of Legal Services, the contract shall not be awarded until either the protest has been withdrawn or Department of General Services has rendered a decision. After filing a protest, the protestant has five calendar days to file a detailed written statement of the protest grounds if the original protest did not contain the complete grounds for the protest.

There is no basis for protest if the awarding agency rejects all bids or cancels its proposal based on the interests of the State, or if the protestant was not a proposer. The protest shall be limited to the following grounds:

- Commission failed to substantially adhere to any specified procedures as set out in the RFP.
- Commission failed to apply correctly the standards for reviewing the format requirements or failed to evaluate the proposals as specified in the RFP.
- Commission failed to follow evaluation and rating methods as specified in the RFP.
- Commission proposes to award a contract to other than the proposer receiving the highest rating and satisfactorily meeting all requirements of the final contract negotiation.
- Commission used a method other than that set out in the RFP to determine contract award.

8. Standard Conditions of Service The services of the Contractor shall be available no later than five (5) days, or the express date set by the awarding agency and the Contractor, **after all approvals have been obtained and the agreement is fully executed.** Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing the work by the second highest proposal or by another contractor. No oral understanding or agreement shall be binding on either party.

If currently not on file with the awarding agency, Contractor must complete and submit the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

If currently not on file with the awarding agency, Contractor must sign and submit one (1) Contractor Certification Clauses (CCC) which can be found on the internet site at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.

All performance under the agreement shall be completed on or before the termination date of the agreement.

9. Disposition of Proposals. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State and will be regarded as public records under the California Public Record Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the letter of "Intent to Award" is posted.

Proposal packages may be returned upon request and only at the proposer's expense, unless such expense is waived by the awarding agency.

10. Standard Agreement Sample. The Contractor should review the terms of this Agreement and become familiar with its language. This will substantively be the contract that will be entered into between the State and Contractor.
11. Small Business Enterprise Preference Program. To ensure that a fair proportion of California State contracting and subcontracting is placed with small business enterprises, the State of California established a five percent (5%) small business preference program not to exceed (\$50,000). A certified Small Business may only be displaced by another Small Business with higher percentage of DVBE participation and a lower adjusted bid price.

a) Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in § 1896.8, and when the small business:

(1) Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to § 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business; and

(2) Has submitted a timely, responsive bid; and

(3) Is determined to be a responsible bidder.

(b) Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in §1896.8, and when the non-small business bidder:

(1) Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and

(2) Has submitted a timely, responsive bid; and

(3) Is determined to be a responsible bidder; and

(4) Submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

The Office of Small Business Certification and Resources (OSBCR) offer program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Services (OSDS)
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Receptionist: (916) 375-4940 or (800) 559-5529
Home page: <http://www.pd.dgs.ca.gov/smbus/default.htm>

12. **Disabled Veteran's Business Enterprise Participation and Certification** – **This project has a mandatory participation goal of three percent (3%) of the total contract price for qualified Disabled Veteran's Business Enterprise (DVBE).** This three percent (3%) goal may be achieved by a combined effort of the Consultant and sub-contractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Consultant will clearly identify within their proposal, those sub-contractors that are certified DVBE's. The cost estimate will identify the amounts allocated to those sub-contractors that are certified DVBE's in their cost proposal.

Contractor is advised that, commitment made to achieve disabled veteran business enterprise (DVBE) participation, if awarded the contract, Contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) section 999.5(d)).

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their proposal or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC section 999.9; Public Contract Code (PCC) section 10115.10, or PCC section 4110 (applies to public works only).

For general regarding DVBE contracting assistance, email osdshelp@dgs.ca.gov or call (916) 375-4940.

Attachment 1: Required Attachment Checklist

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Proposal/Proposer Certification Sheet (See attached form.)
_____ Attachment 3	Cost Sheet - Sealed envelope marked " Cost Proposal - Do not Open ". (See attached template.)
_____ Attachment 4	Proposer References. (See attached form.)
_____ Attachment 5	GSPD05105 - Bidders Declaration and Listing of Subcontractors (if any). Form available online at http://www.documents.dgs.ca.gov/pd/calcard/BidderDeclarationGSPD05105.pdf
_____ Attachment 6	Std.843 Disabled Veteran Business Enterprise Declaration and copies of DVBE certification letters for Contractor and/or each DVBE subcontractor firm proposed as applicable. Form available online at http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf
_____ Attachment 7	Darfur Contracting Act Form (one copy) (See attached form.) <i>If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.</i>
_____ Attachment 8	Payee Data Record (STD 204). Form available online at http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
_____ Attachment 9	Contractor Certification Clauses (CCC -307). The CCC can be found online at http://www.documents.dgs.ca.gov/ols/CCC-307.doc

Attachment 2: PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the Required Attachments as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all required attachments behind this certification sheet.
- B. Our all-inclusive cost proposal is submitted in a sealed envelope marked “**Cost Proposal - Do not Open.**”
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked “ Yes ”.		
Date application was submitted to OSDS, if an application is pending: _____		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

Attachment 3: Cost Proposal

The cost proposal shall include all costs in preparing and executing the work to be performed. It shall include all labor, equipment, transportation, supplies, and materials necessary to complete the proposed work to be performed in this RFP.

Sample cost proposal worksheet:

CSLC Bid Log #:											
CONSULTANT NAME: XYZ, Inc.											
PROJECT: xxx Project											
CLIENT: Delta Protection Commission											
				Task 1		Task 2		Task 3		Total Program	
Date of Estimate: xx/xx/201x				Research		Design		Brand Standard			
DIRECT LABOR :	DISCIPLINE	NAME	RATE	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT
Job Classification	Project Manager	J.Smith	\$10.00	1	\$10	1	\$10	1	\$10	3	\$30
etc	etc	etc	\$10.00	1	\$10	1	\$10	1	\$10	3	\$30
etc	etc	etc	\$10.00	1	\$10	1	\$10	1	\$10	3	\$30
etc	etc	etc	\$10.00	1	\$10	1	\$10	1	\$10	3	\$30
etc	etc	etc	\$10.00	1	\$10	1	\$10	1	\$10	3	\$30
etc	etc	etc	\$10.00	1	\$10	1	\$10	1	\$10	3	\$30
etc	etc	etc	\$10.00	1	\$10	1	\$10	1	\$10	3	\$30
TOTAL LABOR				7	\$70	7	\$70	7	\$70	21	\$210
SUMMARY - MATERIALS & SUBCONTRACTS (or attach detail sheet for each)											
Subcontractor 1	Technical writer	C. Webb	\$10.00	1	\$10	1	\$10	1	\$10	3	\$30
Subcontractor 2	etc	etc	\$10.00	1	\$10	1	\$10	1	\$10	3	\$30
SUBTOTAL M & S					\$20		\$20		\$20	6	\$60
TOTAL M & S					\$20		\$20		\$20	6	\$60
OTHER DIRECT COSTS:											
Travel					\$1		\$1		\$1	3	\$3
Reproduction					\$1		\$1		\$1	3	\$3
Shipping/ Notices					\$1		\$1		\$1	3	\$3
etc					\$1		\$1		\$1	3	\$3
SUBTOTAL ODC's					\$4		\$4		\$4	3	\$12
ODC ADMIN. CHARGE			1.00%		\$0		\$0		\$0		
TOTAL ODC's					\$4		\$4		\$4	15	\$12
TOTAL TIME AND MATERIAL ESTIMATE											
					\$94		\$94		\$94		\$282

Note: This worksheet is available in an Microsoft Excel file upon request.

ATTACHMENT 4: Proposer References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

Attachment 7: DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

SAMPLE OF PROPOSED CONTRACT

Note: The following **6 pages** represent a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the Contract Officer identified for this RFP.

FOR INFORMATION ONLY. DO NOT SIGN OR RETURN WITH PROPOSAL

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD.213 (NEW 02/98)

AGREEMENT NUMBER

CONTRACT REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Page(s)

Exhibit B – Budget Detail and Payment Provision Page(s)

Exhibit C* – General Terms and Conditions GTC610

Check mark one item below as Exhibit D: Page(s)

☒ Exhibit D – Special Terms and Conditions (attached hereto as part of this agreement)

☐ Exhibit D* – Special Terms and Conditions

Exhibit E – Contractor's Cost Proposal Page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Delta Protection Commission

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

2102 Stone Blvd, Suite 210, West Sacramento, CA 95691

CALIFORNIA
Department of General Services
Use only

☐ Exempt per

EXHIBIT A

SCOPE OF WORK

1. **Services** – Contractor agrees to provide all labor, equipment, transportation, supplies, materials necessary to complete the services described in the Delta Protection Commission's solicitation, Request for Proposals, Bid Log Number 2014-09, entitled "Delta Flood Risk Management Assessment District Feasibility Study" which is hereby incorporated by reference and made a part of this Agreement. All work performed pursuant to the terms of this Agreement shall be done in accordance with and for the price stated in Exhibit E, Contractor's Technical and Cost Proposal.

All work performed pursuant to the terms of this Agreement shall be done to the reasonable satisfaction of the Commission. The required services to be performed for this Agreement are described in the Request for Proposals, Bid Log 2014-09 and further described in the Contractor's Proposal dated October 10, 2014, which is hereby incorporated by reference herein and made a part of this Agreement.

2. **Conflict** – The parts of this Agreement are complementary and describe and provide for the completion of the work specified herein. Any inconsistency in this Agreement, unless otherwise provided herein, shall be resolved by giving precedence in the following order: (a) Standard Agreement; (b) Request for Proposals; (c) Contractor's Technical Proposal dated October 10, 2014; and (d) Contractor's Cost Proposal.

Items "b" above and their supporting documentation are hereby incorporated by reference and made a part of this Agreement as if included herein. No document or communication passing between the parties hereto shall be deemed a part of this Agreement unless expressly identified as being a part of it.

3. **Responsibilities of Project Managers** – The Project Managers shall be the day-to-day representatives for the administration of this Agreement. Except as otherwise expressly provided, all communications relative to this Agreement shall be given to the Project Managers assigned to this project. The State shall have the right to change its Project Manager upon written notice to the Contractor. Contractor shall change its Project Manager only upon prior written approval from the State Project Manager.

The Project Managers during the term of this Agreement will be:

Delta Protection Commission

Name: Erik Vink
Phone: (916) 376-8941
Fax: (916) 376-3962
E-mail: Erik.vink@delta.ca.gov

Contractor

Name:
Phone:
Fax:
E-mail:

4. Direct all Agreement inquiries to:

California State Lands Commission

Name: Annabell Abeleda
Phone: (916) 574-1871
Fax: (916) 574-1875
E-mail: Annabell.Abeleda@slc.ca.gov

Contractor

Name:
Phone:
Fax:
E-mail:

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment – For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, attached hereto as Exhibit E and made a part of this Agreement.

Payments shall be made to the Contractor monthly and only upon verification of delivery or completion of predetermined milestones. With respect to the payment, a Progress Report shall be prepared by the Contractor in sufficient scope and detail to define actual progress of the work and specific milestones completed, including:

- a description of the activities of the Contractor and subcontractors;
- a description of the problems encountered;
- the status of various tasks underway;
- an up-to-date planning and milestone schedule;
- a statement of tasks and milestones completed; and
- statement of funds budgeted and expended to date for each task including
 - identification of personnel used with time, compensation, and expenses paid or payable to each worker by the Contractor,
 - material purchased and
 - any other costs incurred during the payment period.

Invoices shall include the Agreement Number and be submitted in triplicate in arrears to:

Delta Protection Commission
C/o California State Lands Commission
100 Howe Avenue, Suite-100 South
Sacramento, CA 95825-8202
Attn.: Contracts Officer

2. The attached Exhibit E is an estimate of the Contractor's anticipated costs of performance. When actual project costs indicate that the costs of certain budget categories are higher than estimated, and these higher costs are offset by lower actual costs in other budget categories, the Contractor shall submit a written request to shift funds between approved budget categories. The Commission shall approve or deny the requested budget revision or use of contingencies in writing within 10 days of receipt of the Contractor's written request. The total reimbursement to the Contractor shall not exceed the total contract amount without written amendments, subject to all other provisions of this Agreement.
3. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Contract, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

4. Prompt Payment Clause: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
5. Retention: In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, the State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

This document can be viewed at: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

SAMPLE

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Effective Date – The effective date of this Agreement is either the start date specified in Paragraph 2 of the Standard Agreement or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
2. Amendments – Amendments to this Agreement may be proposed by either party and shall be effected by issuance of a written instrument executed by both parties. The Agreement price may be equitably adjusted to reflect any additional costs or new savings resulting from such amendment(s).

Work subject to such amendment(s) shall be performed in accordance with all applicable requirements of this Agreement, including any amendments thereto. No guarantee is made hereby that any change(s) or additional work will be authorized or required. The State reserves the right to make all adjustments in work in a manner which it, in its sole discretion, determines to be in the best interests of the State, including, but not limited to, the hiring of additional contractors or replacement of subcontractors, subject to all other provisions of this Agreement.

3. Settlement of Disputes – In the event of a dispute, Contractor shall file a "Notice of Dispute" with **California State Lands Commission**, within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Officer or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Officer or designee shall be final.
4. Evaluation of Contractor – Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the Agreement file for consultant Agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the Contract amount is over \$5,000.00.
5. Contract Performance – All performance under the Agreement shall be completed on or before the termination date of the Agreement.
6. Task Approval Process – Each major task must be approved by State's Project Manager in writing prior to execution of and in order to receive payment for the task. The State reserves the right to modify, reject, cancel, or stop any and all plans, schedules or work in progress. In such event, the Contractor agrees to use all reasonable efforts to mitigate expenses and obligations thereunder. The State shall reimburse the Contractor for all satisfactory services rendered and expenses, if any, incurred prior to such notice of termination, as well as the fees withheld in accordance with the paragraph of this Attachment and shall hold the Contractor harmless from commitments therefore reasonably made in performance of the duties prescribed under the terms of this Agreement.

The Contractor represents that it has or shall secure at its own expense, all staff including subcontractors and legal staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any personal contractual relationship with the Commission or any other governmental entity.

7. Release of Information by Contractor – No reports, information, discoveries, or data obtained, assembled, developed, or obtained by the Contractor pursuant to this Agreement shall be released, made available to any person, or used in any manner by the Contractor in other activities without prior written approval of the State.
8. Copyrights – Unless expressly agreed to in writing, the State is to retain ownership of all original material resulting from this Agreement. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor or its subcontractor without the express authority of the State. The State shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other materials prepared under this Agreement.
9. Validity – The invalidity in whole or in part of any provision of this Agreement shall not void or effect the validity of any other provision of this Agreement.

10. Replacement of Personnel

BY CONTRACTOR – This Agreement is for services to be provided by specific persons listed and described in Contractor's Proposal Submittal and the Contract Price is based on salaries for these same persons as identified in Contractor's Cost Proposal. Commission enters into this Agreement relying on the skills and qualifications of those persons and the costs identified for them by Contractor. Contractor acknowledges that in the event any or all of these individuals are removed, replaced or reassigned by Contractor, such removal, replacement, or reassignment may result in serious harm to the Commission. Contractor agrees not to remove, replace, or reassign such individuals without the written approval of the Commission. Such approval shall not be unreasonably withheld or delayed provided that any replacement or additional personnel proposed during the life of the contract meet or exceed the skill level and experience that the Contractor proposed. The State Project Manager will be the final decision authority as to whether substitute personnel meet the qualifications and whether to approve the substitution of the Contractor team members. Contractor shall provide to the State's Project Manager the name and resume of such person and the work to be performed, along with a justification of the necessity for the substitution or addition and the rate to be charged. Contractor agrees not to charge the Commission for the time spent in selecting and familiarizing new personnel with the Work.

BY the Commission – If the Commission finds the performance of any of Contractor's employees to be unsatisfactory and so notifies the Contractor in writing, Contractor shall have a reasonable time not to exceed 30 days to remedy that person's unsatisfactory performance or to replace said employee. This provision does not in any way require, endorse or approve (expressed or implied) the termination of employment by the Contractor of any employee removed, replaced, or reassigned under the terms of this paragraph.

11. Conflict with Existing Law – The Contractor and the Commission agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.
12. Licenses and Permits – The Contractor warrants that it is an individual or firm licensed to do business in California and has obtained, at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement.